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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 ERNESTO ECHEVERRIA, et al.,

16 Defendants.

No. 2:23-cr-00236-ODW-2

PLEA AGREEMENT FOR DEFENDANT
OSCAR BARRIENTOS

17
18 1. This constitutes the plea agreement between OSCAR BARRIENTOS
19 (“defendant”) and the United States Attorney’s Office for the Central District of
20 California (the “USAO”) in the above-captioned case. This agreement is limited to the
21 USAO and cannot bind any other federal, state, local, or foreign prosecuting,
22 enforcement, administrative, or regulatory authorities.

23 **DEFENDANT’S OBLIGATIONS**

24 2. Defendant agrees to:

25 a. At the earliest opportunity requested by the USAO and provided by
26 the Court, appear and plead guilty to count seven of the indictment in United States v.
27 OSCAR BARRIENTOS, et al., No. 2:23-cr-00236-ODW-2, which charges defendant
28 with distribution of methamphetamine in violation of 21 U.S.C. §§ 841(a)(1),

(b)(1)(A)(viii); count 12, which charges defendant with conspiracy to engage in the business of dealing in firearms without a license in violation of 18 U.S.C. § 371; and count 21, which charges defendant with being a felon and prohibited person in possession of firearms and ammunition in violation of 18 U.S.C. § 922(g)(1).

b. Not contest facts agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

d. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e. Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines (“U.S.S.G.” or “Sentencing Guidelines”) § 4A1.2(c) are not within the scope of this agreement.

f. Be truthful at all times with the United States Probation and Pretrial Services Office and the Court.

g. Pay the applicable special assessments at or before the time of sentencing unless defendant has demonstrated a lack of ability to pay such assessments.

THE USAO’S OBLIGATIONS

3. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

b. Abide by all agreements regarding sentencing contained in this agreement.

c. At the time of sentencing, move to dismiss the remaining counts of the indictment as against defendant. Defendant agrees, however, that at the time of sentencing the Court may consider any dismissed charges in determining the applicable Sentencing Guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed.

1 d. At the time of sentencing, provided that defendant demonstrates an
2 acceptance of responsibility for the offenses up to and including the time of sentencing,
3 recommend a two-level reduction in the applicable Sentencing Guidelines offense level,
4 pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an additional
5 one-level reduction if available under that section.

6 **NATURE OF THE OFFENSES**

7 4. Defendant understands that for defendant to be guilty of the crime charged
8 in count seven, that is, distribution of methamphetamine, in violation of Title 21, United
9 States Code, Sections 841(a)(1), (b)(1)(A)(viii), the following must be true: (1)
10 defendant knowingly distributed methamphetamine, and (2) defendant knew that it was
11 methamphetamine or some other federal controlled substance.

12 5. Defendant understands that for defendant to be subject to the statutory
13 maximum and statutory minimum sentences set forth below, the government must prove
14 beyond a reasonable doubt that defendant distributed at least 50 grams of
15 methamphetamine, as alleged in count seven of the indictment. Defendant admits that
16 defendant, in fact, distributed at least 50 grams of methamphetamine, as alleged in count
17 seven of the indictment.

18 6. Defendant understands that for defendant to be guilty of the crime charged
19 in count 12, that is, conspiracy to engage in the business of dealing in firearms without a
20 license, in violation of Title 18, United States Code, Section 371, the following must be
21 true:

22 a. Beginning on or before July 26, 2022, and continuing to on or about
23 May 2, 2023, there was an agreement between two or more persons to engage in the
24 business of dealing firearms without a license, as charged in the indictment;

25 b. The defendant became a member of the conspiracy knowing of at
26 least one of its objects and intending to help accomplish it; and

27 c. One of the members of the conspiracy performed at least one overt
28 act for the purpose of carrying out the conspiracy.

1 7. Defendant understands that for a person to be found guilty of engaging in
2 the business of dealing firearms without a license, in violation of Title 18, United States
3 Code, Section 922(a)(1)(A), which is the object of the conspiracy charged in count 12 of
4 the indictment, the following must be true: (1) the person was willfully engaged in the
5 business of dealing in firearms within the dates specified in the indictment, and (2) the
6 person did not then have a license as a firearms dealer.

7 8. Defendant understands that for defendant to be guilty of the crime charged
8 in count 21, that is, felon and prohibited person in possession of firearms and
9 ammunition, in violation of Title 18, United States Code, Section 922(g)(1), the
10 following must be true: (i) defendant knowingly possessed a firearm or ammunition; (ii)
11 the firearm or ammunition had been shipped or transported from one state to another or
12 between a foreign nation and the United States; (iii) at the time the defendant possessed
13 the firearm or ammunition, defendant had been convicted of a crime punishable by
14 imprisonment for a term exceeding one year; and (iv) at the time that defendant
15 possessed the firearm or ammunition, defendant knew that he had been convicted of a
16 crime punishable by imprisonment for a term exceeding one year.

17 **PENALTIES**

18 9. Defendant understands that the statutory maximum sentence that the Court
19 can impose for a violation of Title 21, United States Code, Sections 841(a)(1), (b)(1)(A),
20 is: life imprisonment; a lifetime period of supervised release; a fine of \$10,000,000 or
21 twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a
22 mandatory special assessment of \$100.

23 10. Defendant understands that the statutory mandatory minimum sentence that
24 the Court must impose for a violation of Title 21 United States Code, Sections 841(a)(1),
25 (b)(1)(A), is: 10 years' imprisonment, followed by a five-year period of supervised
26 release, and a mandatory special assessment of \$100.

27 11. Defendant understands that the statutory maximum sentence that the Court
28 can impose for a violation of Title 18, United States Code, Section 371, is: 5 years'

1 imprisonment; a 3-year period of supervised release; a fine of \$250,000 or twice the
2 gross gain or gross loss resulting from the offense, whichever is greatest; and a
3 mandatory special assessment of \$100.

4 12. Defendant understands that the statutory maximum sentence that the Court
5 can impose for a violation of Title 18, United States Code, Section 922(g)(1), is: 15
6 years' imprisonment; a 3-year period of supervised release; a fine of \$250,000 or twice
7 the gross gain or gross loss resulting from the offense, whichever is greatest; and a
8 mandatory special assessment of \$100.

9 13. Defendant understands, therefore, that the total maximum sentence for all
10 offenses to which defendant is pleading guilty is: life imprisonment; a lifetime period of
11 supervised release; a fine of \$10,500,000 or twice the gross gain or gross loss resulting
12 from the offenses, whichever is greatest; and a mandatory special assessment of \$300.

13 14. Defendant understands that under 21 U.S.C. § 862a, defendant will not be
14 eligible for assistance under state programs funded under the Social Security Act or
15 Federal Food Stamp Act or for federal food stamp program benefits, and that any such
16 benefits or assistance received by defendant's family members will be reduced to reflect
17 defendant's ineligibility.

18 15. Defendant understands that supervised release is a period of time following
19 imprisonment during which defendant will be subject to various restrictions and
20 requirements. Defendant understands that if defendant violates one or more of the
21 conditions of any supervised release imposed, defendant may be returned to prison for
22 all or part of the term of supervised release authorized by statute for the offense that
23 resulted in the term of supervised release.

24 16. Defendant understands that, by pleading guilty, defendant may be giving up
25 valuable government benefits and valuable civic rights, such as the right to vote, the
26 right to possess a firearm, the right to hold office, and the right to serve on a jury.
27 Defendant understands that he is pleading guilty to a felony and that it is a federal crime
28 for a convicted felon to possess a firearm or ammunition. Defendant understands that

1 the convictions in this case may also subject defendant to various other collateral
2 consequences, including but not limited to revocation of probation, parole, or supervised
3 release in another case and suspension or revocation of a professional license.
4 Defendant understands that unanticipated collateral consequences will not serve as
5 grounds to withdraw defendant's guilty pleas.

6 17. Defendant and his counsel have discussed the fact that, and defendant
7 understands that, if defendant is not a United States citizen, the convictions in this case
8 make it practically inevitable and a virtual certainty that defendant will be removed or
9 deported from the United States. Defendant may also be denied United States
10 citizenship and admission to the United States in the future. Defendant understands that
11 while there may be arguments that defendant can raise in immigration proceedings to
12 avoid or delay removal, removal is presumptively mandatory and a virtual certainty in
13 this case. Defendant further understands that removal and immigration consequences are
14 the subject of a separate proceeding and that no one, including his attorney or the Court,
15 can predict to an absolute certainty the effect of his convictions on his immigration
16 status. Defendant nevertheless affirms that he wants to plead guilty regardless of any
17 immigration consequences that his pleas may entail, even if the consequence is
18 automatic removal from the United States.

19 **FACTUAL BASIS**

20 18. Defendant admits that defendant is, in fact, guilty of the offenses to which
21 defendant is agreeing to plead guilty. Defendant and the USAO agree to the statement of
22 facts provided below and agree that this statement of facts is sufficient to support a plea
23 of guilty to the charges described in this agreement and to establish the Sentencing
24 Guidelines factors set forth in paragraph 20 below but is not meant to be a complete
25 recitation of all facts relevant to the underlying criminal conduct or all facts known to
26 either party that relate to that conduct.

27 On October 20, 2022, in Los Angeles County, within the Central District of
28 California, defendant knowingly and intentionally sold and distributed approximately

1 1,262 grams of actual methamphetamine to an individual he believed was a drugs and
2 firearms customer, but who was, in fact, a confidential informant (“CI”) working at the
3 direction of the Bureau of Alcohol, Tobacco, Firearms and Explosives (“ATF”).
4 Defendant sold this methamphetamine to the CI in exchange for \$3,000, and at the time
5 of the sale, defendant knew that the substance he distributed to the CI was
6 methamphetamine.

7 Beginning no later than July 26, 2022 and continuing until at least May 2, 2023, in
8 Los Angeles County, within the Central District of California and elsewhere, defendant,
9 co-defendant, and other co-conspirators agreed to willfully engage in the business of
10 dealing firearms without a license. Defendant joined in this agreement knowing of its
11 object and intending to help accomplish it. During the course of the conspiracy, in eight
12 separate transactions, defendant knowingly, intentionally, and willfully sold and
13 distributed 15 firearms to the CI. In each of these transactions, co-defendant would offer
14 to sell firearms and/or ammunition to the CI, and defendant would supply co-defendant
15 with the firearms and/or ammunition to be sold and a location where the sales could
16 occur. At all times during the conspiracy and at the time of each of these transactions:
17 (1) defendant and co-defendant did not have a license to sell or distribute firearms; and
18 (2) defendant knew that his conduct of selling and distributing firearms was unlawful.

19 On September 23, 2022, defendant and co-defendant sold two firearms and 240
20 rounds of ammunition to the CI. Specifically, on September 23, 2022, via text message
21 and using coded language, co-defendant told the CI that co-defendant had firearms for
22 sale and sent the CI defendant’s address to meet for the transaction. That same day, co-
23 defendant met with the CI at defendant’s residence and introduced the CI to defendant.
24 Co-defendant and defendant then sold the following firearms and ammunition to the CI
25 for \$3,000 at defendant’s residence: a B.F.I. model XM15-E2S 5.56 caliber semi-
26 automatic rifle and a 30-round magazine; a Polymer 80 9mm handgun, bearing no serial
27 number (commonly referred to as a “ghost gun”); and 240 rounds of Poongsan Metals
28 Corp. .223 caliber ammunition. The Poongsan Metals Corp. ammunition that defendant

1 possessed and sold to the CI were manufactured outside of California, and thus, before
2 September 23, 2022, had been shipped or transported from one state to another.

3 On September 28, 2022, defendant and co-defendant sold one firearm to the CI.
4 Specifically, between September 24, 2022 and September 28, 2022, via text message and
5 phone calls and using coded language, co-defendant told the CI that co-defendant had a
6 firearm for sale and arranged to meet at defendant's residence to conduct the transaction.
7 On September 28, 2022, at his residence, defendant provided a firearm to the CI to
8 inspect. That same day, co-defendant and defendant sold the following to the CI for
9 \$1,300 at defendant's residence: a Polymer80 PF940V2 9mm handgun, bearing no serial
10 number; and a magazine.

11 On October 6, 2022, defendant and co-defendant sold two firearms to the CI.
12 Specifically, on October 6, 2022, via text message and phone calls and using coded
13 language, co-defendant told the CI that co-defendant had firearms for sale and that the
14 firearms were at defendant's residence, and agreed to meet with the CI at defendant's
15 residence to conduct the sale. That same day, co-defendant and defendant sold the
16 following two firearms to the CI for \$3,100 at defendant's residence: a Rock Island
17 Armory model 1911A1 .45 caliber semi-automatic pistol, bearing serial number
18 RIA2477693; a Glock model 22 Gen4 .40 caliber semi-automatic pistol, bearing serial
19 number BCKV862; two .40 caliber magazines; and one 31-round 9mm magazine.

20 Defendant knew that the Rock Island Armory model 1911A1 firearm was stolen. The
21 Rock Island Armory model 1911A1 pistol and the Glock model 22 Gen4 pistol that
22 defendant possessed and sold to the CI were manufactured outside of California, and
23 thus, before October 6, 2022, had been shipped or transported from one state to another.

24 On October 11, 2022, defendant and co-defendant sold three firearms and 300
25 rounds of ammunition to the CI. Specifically, between October 7, 2022 and October 11,
26 2022, via text message and using coded language, co-defendant told the CI that co-
27 defendant had firearms for sale and asked the CI to meet at defendant's residence to
28 conduct the sale. That same day, co-defendant and defendant sold the following firearms

1 and ammunition to the CI for \$6,150 at defendant's residence: an FN model Five-seven
2 5.7x28 caliber semi-automatic pistol, bearing serial number 386383859 with a 20-round
3 magazine; a Smith & Wesson model M&P9 Shield 9mm caliber pistol, bearing serial
4 number HYB5128; a Polymer80 PF940C 9mm semi-automatic pistol, bearing no serial
5 number with a 33-round magazine; and 300 rounds of FN Herstal 5.7x28 caliber
6 ammunition. The FN model Five-seven 5.7x28 caliber pistol, the Smith & Wesson
7 model M&P9 Shield 9mm caliber pistol, and the FN Herstal ammunition that defendant
8 possessed and sold to the CI were manufactured outside of California, and thus, before
9 October 11, 2022, had been shipped or transported from one state to another.

10 On October 20, 2022, defendant and co-defendant sold two firearms and
11 approximately 1,262 grams of actual methamphetamine to the CI. Specifically, between
12 October 17, 2022 and October 20, 2022, via text message and using coded language, co-
13 defendant told the CI that co-defendant had firearms and methamphetamine for sale. On
14 October 20, 2022, co-defendant and defendant sold the following firearms and
15 ammunition to the CI for \$3,400 at defendant's residence: a Walther model MP Uzi .22
16 caliber rifle, bearing serial number W1022492; a .223 caliber privately manufactured
17 short-barreled rifle, bearing no serial number; 22 rounds of Remington Ammunition .22
18 caliber ammunition; and 15 rounds of Lake City Army Ammunition Plant .223 caliber
19 ammunition. That same day, defendant and co-defendant also sold approximately 1,262
20 grams of methamphetamine to the CI for \$3,000 at defendant's residence. The Walther
21 model MP Uzi .22 caliber rifle, the Remington ammunition, and the Lake City Army
22 Ammunition Plant ammunition that defendant possessed and sold to the CI were
23 manufactured outside of California, and thus, before October 20, 2022, had been shipped
24 or transported from one state to another.

25 On October 27, 2022, defendant and co-defendant sold one firearm to the CI.
26 Specifically, between October 21, 2022 and October 27, 2022, via text message and
27 using coded language, co-defendant told the CI that co-defendant had a firearm for sale.
28 On October 27, 2022, co-defendant and defendant sold the following firearm and

1 ammunition to the CI for \$1,300 at defendant's residence: a Ruger model Ruger-57
2 5.7x28 caliber semi-automatic pistol, bearing serial number 64307104 with a 20-round
3 magazine. The Ruger model Ruger-57 5.7x28 caliber pistol that defendant possessed
4 and sold to the CI was manufactured outside of California, and thus, before October 27,
5 2022, had been shipped or transported from one state to another.

6 On November 16, 2022, defendant and co-defendant sold two firearms to the CI.
7 Specifically, between November 8, 2022 and November 16, 2022, via text message and
8 using coded language, co-defendant told the CI that he had firearms for sale. On
9 November 16, 2022, co-defendant and defendant sold the following firearms to the CI
10 for \$4,200 at defendant's residence: a Rock Island Armory model 1911A1 .45 caliber
11 semi-automatic pistol, bearing serial number RIA2477691 with a 28-round .45 caliber
12 magazine drum; and an American Tactical Imports model Omni Hybrid multi-caliber
13 semi-automatic pistol, bearing serial number NS263965 with a 30-round magazine.
14 Defendant knew that the Rock Island Armory model 1911A1 firearm was stolen. The
15 Rock Island Armory model 1911A1 .45 caliber pistol and the American Tactical Imports
16 model Omni Hybrid multi-caliber pistol that defendant possessed and sold to the CI were
17 manufactured outside of California, and thus, before November 16, 2022, had been
18 shipped or transported from one state to another.

19 On March 13, 2023, defendant and co-defendant sold two firearms and four
20 rounds of ammunition to the CI. Specifically, between March 8, 2023 and March 13,
21 2023, via text message and using coded language, co-defendant told the CI that co-
22 defendant had firearms for sale. On March 13, 2023, defendant and co-defendant sold
23 the following firearms and ammunition to the CI for \$5,000 at defendant's residence: a
24 Juggernaut Tactical model JT-9 9mm caliber short-barreled rifle, bearing no serial
25 number with a 30-round magazine; a Zasatava Arms model M92PV 7.62x39mm caliber
26 semi-automatic pistol, bearing serial number M92PV023571 with a 50-round magazine
27 drum and a 30-round magazine; and four rounds of Prvi Partizan 7.62x39 caliber
28 ammunition. The Zasatava Arms model M92PV 7.62x39mm caliber pistol and Prvi

1 Partizan ammunition that defendant possessed and sold to the CI were manufactured
2 outside of California, and thus, before March 13, 2023, had been shipped or transported
3 from one state to another.

4 Thus, in total, defendant conspired to sell and did sell 15 firearms, all while
5 lacking a license to sell or distribute firearms. Defendant also distributed a total of
6 approximately 1,262 grams of actual methamphetamine.

7 At the time defendant knowingly possessed the 15 firearms described above,
8 defendant had previously been convicted of, and knew that he had previously been
9 convicted of, the following felony crimes, each punishable by a term of imprisonment
10 exceeding one year:

11 (1) Possession of a Controlled Substance, in violation of California Health &
12 Safety Code Section 11350(a), in the Superior Court for the State of California, County
13 of Los Angeles, Case No. BA292111, on or about October 31, 2005; and

14 (2) Grand Theft, in violation of California Penal Code Section 487(d)(1), in the
15 Superior Court for the State of California, County of Los Angeles, Case No. GA064966,
16 on or about March 23, 2006.

17 **SENTENCING FACTORS**

18 19. Defendant understands that in determining defendant's sentence the Court is
19 required to calculate the applicable Sentencing Guidelines range and to consider that
20 range, possible departures under the Sentencing Guidelines, and the other sentencing
21 factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing
22 Guidelines are advisory only, that defendant cannot have any expectation of receiving a
23 sentence within the calculated Sentencing Guidelines range, and that after considering
24 the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to
25 exercise its discretion to impose any sentence it finds appropriate between the mandatory
26 minimum and the maximum set by statute for the crimes of conviction.

27 20. Defendant and the USAO agree to the following applicable Sentencing
28 Guidelines factors:

Base Offense Level: 34 U.S.S.G. §§ 2D1.1(a)(5), (c)(3)
[at least 500 G but less than 1.5 KG
of methamphetamine (actual)]

Possession of Firearm: +2 U.S.S.G. § 2D1.1(b)(1)

Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate. Defendant understands that defendant's offense level could be increased if defendant is a career offender under U.S.S.G. §§ 4B1.1 and 4B1.2. If defendant's offense level is so altered, defendant and the USAO will not be bound by the agreement to Sentencing Guideline factors set forth above.

21. Defendant understands that there is no agreement as to defendant's criminal history or criminal history category.

22. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. §§ 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

23. Defendant understands that by pleading guilty, defendant gives up the following rights:

- a. The right to persist in a plea of not guilty.
- b. The right to a speedy and public trial by jury.
- c. The right to be represented by counsel -- and if necessary have the Court appoint counsel -- at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel -- and if necessary have the Court appoint counsel -- at every other stage of the proceeding.
- d. The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.

1 e. The right to confront and cross-examine witnesses against defendant.

2 f. The right to testify and to present evidence in opposition to the
3 charges, including the right to compel the attendance of witnesses to testify.

4 g. The right not to be compelled to testify, and, if defendant chose not to
5 testify or present evidence, to have that choice not be used against defendant.

6 h. Any and all rights to pursue any affirmative defenses, Fourth
7 Amendment or Fifth Amendment claims, and other pretrial motions that have been filed
8 or could be filed.

9 **WAIVER OF APPEAL OF CONVICTION**

10 24. Defendant understands that, with the exception of an appeal based on a
11 claim that defendant's guilty pleas were involuntary, by pleading guilty defendant is
12 waiving and giving up any right to appeal defendant's convictions on the offenses to
13 which defendant is pleading guilty. Defendant understands that this waiver includes, but
14 is not limited to, arguments that the statutes to which defendant is pleading guilty are
15 unconstitutional, and any and all claims that the statement of facts provided herein is
16 insufficient to support defendant's pleas of guilty.

17 **LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE; WAIVER OF**
18 **COLLATERAL ATTACK**

19 25. Defendant agrees that, provided the Court imposes a term of imprisonment
20 within or below the range corresponding to an offense level of 35 and the criminal
21 history category calculated by the Court, defendant gives up the right to appeal all of the
22 following: (a) the procedures and calculations used to determine and impose any portion
23 of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed
24 by the Court, provided it is within the statutory maximum; (d) to the extent permitted by
25 law, the constitutionality or legality of defendant's sentence, provided it is within the
26 statutory maximum; (e) the term of probation or supervised release imposed by the
27 Court, provided it is within the statutory maximum; and (f) any of the following
28 conditions of probation or supervised release imposed by the Court: the conditions set

1 forth in Second Amended General Order 20-04 of this Court; the drug testing conditions
2 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use
3 conditions authorized by 18 U.S.C. § 3563(b)(7).

4 26. Defendant also gives up any right to bring a post-conviction collateral
5 attack on the convictions or sentence, except a post-conviction collateral attack based on
6 a claim of ineffective assistance of counsel, a claim of newly discovered evidence, or an
7 explicitly retroactive change in the applicable Sentencing Guidelines, sentencing
8 statutes, or statutes of conviction. Defendant understands that this waiver includes, but
9 is not limited to, arguments that the statutes to which defendant is pleading guilty are
10 unconstitutional, and any and all claims that the statement of facts provided herein is
11 insufficient to support defendant's pleas of guilty.

12 27. The USAO agrees that, provided (a) all portions of the sentence are at or
13 above the statutory minimum and at or below the statutory maximum specified above
14 and (b) the Court imposes a term of imprisonment within or above the range
15 corresponding to an offense level of 33 and the criminal history category calculated by
16 the Court, the USAO gives up its right to appeal any portion of the sentence.

17 **RESULT OF WITHDRAWAL OF GUILTY PLEA**

18 28. Defendant agrees that if, after entering guilty pleas pursuant to this
19 agreement, defendant seeks to withdraw and succeeds in withdrawing defendant's guilty
20 pleas on any basis other than a claim and finding that entry into this plea agreement was
21 involuntary, then (a) the USAO will be relieved of all of its obligations under this
22 agreement; and (b) should the USAO choose to pursue any charge that was either
23 dismissed or not filed as a result of this agreement, then (i) any applicable statute of
24 limitations will be tolled between the date of defendant's signing of this agreement and
25 the filing commencing any such action; and (ii) defendant waives and gives up all
26 defenses based on the statute of limitations, any claim of pre-indictment delay, or any
27 speedy trial claim with respect to any such action, except to the extent that such defenses
28 existed as of the date of defendant's signing this agreement.

1 **RESULT OF VACATUR, REVERSAL OR SET-ASIDE**

2 29. Defendant agrees that if any count of conviction is vacated, reversed, or set
3 aside, the USAO may: (a) ask the Court to resentence defendant on any remaining counts
4 of conviction, with both the USAO and defendant being released from any stipulations
5 regarding sentencing contained in this agreement, (b) ask the Court to void the entire
6 plea agreement and vacate defendant's guilty pleas on any remaining counts of
7 conviction, with both the USAO and defendant being released from all their obligations
8 under this agreement, or (c) leave defendant's remaining convictions, sentence, and plea
9 agreement intact. Defendant agrees that the choice among these three options rests in the
10 exclusive discretion of the USAO.

11 **EFFECTIVE DATE OF AGREEMENT**

12 30. This agreement is effective upon signature and execution of all required
13 certifications by defendant, defendant's counsel, and an Assistant United States
14 Attorney.

15 **BREACH OF AGREEMENT**

16 31. Defendant agrees that if defendant, at any time after the signature of this
17 agreement and execution of all required certifications by defendant, defendant's counsel,
18 and an Assistant United States Attorney, knowingly violates or fails to perform any of
19 defendant's obligations under this agreement ("a breach"), the USAO may declare this
20 agreement breached. All of defendant's obligations are material, a single breach of this
21 agreement is sufficient for the USAO to declare a breach, and defendant shall not be
22 deemed to have cured a breach without the express agreement of the USAO in writing.
23 If the USAO declares this agreement breached, and the Court finds such a breach to have
24 occurred, then: (a) if defendant has previously entered guilty pleas pursuant to this
25 agreement, defendant will not be able to withdraw the guilty pleas, and (b) the USAO
26 will be relieved of all its obligations under this agreement.

1 32. Following the Court's finding of a knowing breach of this agreement by
2 defendant, should the USAO choose to pursue any charge that was either dismissed or
3 not filed as a result of this agreement, then:

4 a. Defendant agrees that any applicable statute of limitations is tolled
5 between the date of defendant's signing of this agreement and the filing commencing
6 any such action.

7 b. Defendant waives and gives up all defenses based on the statute of
8 limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to
9 any such action, except to the extent that such defenses existed as of the date of
10 defendant's signing this agreement.

11 c. Defendant agrees that: (i) any statements made by defendant, under
12 oath, at the guilty plea hearing (if such a hearing occurred prior to the breach); (ii) the
13 agreed to factual basis statement in this agreement; and (iii) any evidence derived from
14 such statements, shall be admissible against defendant in any such action against
15 defendant, and defendant waives and gives up any claim under the United States
16 Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the
17 Federal Rules of Criminal Procedure, or any other federal rule, that the statements or any
18 evidence derived from the statements should be suppressed or are inadmissible.

19 **COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES**

20 **OFFICE NOT PARTIES**

21 33. Defendant understands that the Court and the United States Probation and
22 Pretrial Services Office are not parties to this agreement and need not accept any of the
23 USAO's sentencing recommendations or the parties' agreements to facts or sentencing
24 factors.

25 34. Defendant understands that both defendant and the USAO are free to:
26 (a) supplement the facts by supplying relevant information to the United States Probation
27 and Pretrial Services Office and the Court, (b) correct any and all factual misstatements
28 relating to the Court's Sentencing Guidelines calculations and determination of sentence,

1 and (c) argue on appeal and collateral review that the Court's Sentencing Guidelines
2 calculations and the sentence it chooses to impose are not error, although each party
3 agrees to maintain its view that the calculations in paragraph 20 are consistent with the
4 facts of this case. While this paragraph permits both the USAO and defendant to submit
5 full and complete factual information to the United States Probation and Pretrial Services
6 Office and the Court, even if that factual information may be viewed as inconsistent with
7 the facts agreed to in this agreement, this paragraph does not affect defendant's and the
8 USAO's obligations not to contest the facts agreed to in this agreement.

9 35. Defendant understands that even if the Court ignores any sentencing
10 recommendation, finds facts or reaches conclusions different from those agreed to,
11 and/or imposes any sentence up to the maximum established by statute, defendant
12 cannot, for that reason, withdraw defendant's guilty pleas, and defendant will remain
13 bound to fulfill all defendant's obligations under this agreement. Defendant understands
14 that no one -- not the prosecutor, defendant's attorney, or the Court -- can make a
15 binding prediction or promise regarding the sentence defendant will receive, except that
16 it will be between the statutory mandatory minimum and the statutory maximum.

17 **NO ADDITIONAL AGREEMENTS**

18 36. Defendant understands that, except as set forth herein, there are no
19 promises, understandings, or agreements between the USAO and defendant or
20 defendant's attorney, and that no additional promise, understanding, or agreement may
21 be entered into unless in a writing signed by all parties or on the record in court.
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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

37. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

BILAL ESSAYLI
United States Attorney

May 21, 2025

KENNETH R. CARBAJAL
Assistant United States Attorney

Date

OSCAR BARRIENTOS
Defendant

Date

VITALY B. SIGAL
Attorney for Defendant OSCAR
BARRIENTOS

05/20/2025
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.




OSCAR BARRIENTOS
Defendant



Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am OSCAR BARRIENTOS's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of guilty pleas pursuant to this agreement.


VITALY SIGAL
Attorney for Defendant OSCAR
BARRIENTOS

05/20/2025
Date